

## BID NUMBER 2083-30

**FROM:** City of Branson  
Purchasing Office  
110 W. Maddux St., Suite 200  
Branson, MO 65616  
Telephone: (417) 334-3345

Date: March 6, 2014  
**Date and Time Returnable:**  
**3:00 p.m., April 30, 2014**  
Buyer: David D. Rockhill, C.P.M.  
Facsimile: (417) 335-6042

**TO:**

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK'S OFFICE PRIOR TO **3:00 P.M. ON WEDNESDAY, APRIL 30, 2014**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the RFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to purchase the materials described herein.

### DESCRIPTION

#### SURPLUS EQUIPMENT SALE

*See attached Instructions, General Conditions, Specifications, and Bid Form for detailed information.*

**Andritz Aquascreen 60 x 3400 x 6 Bar Screen and DSP 250 Compactor.**

**DSP 250 Compactor:** The Andritz drainer screen press is a self-cleaning screw conveyor with a friction barrel for pressings solids to remove water. This unit is designed to accept the screened solids from the Andritz suboscreen.

**Andritz Aquascreen 60 x 3400 x 6 Bar Screen:** The Andritz Aquascreen is a continuous perforated plate system designed to extract solids from all type of channels. The flow capacity is dependent upon the screen width, perforation size, the open area of the perforated panels and the upstream level in the channel. Each screen is designed to suit the prevailing hydraulic condition and can be operated either manually, on a timer or in fully automatic mode by use of level controls.

## **CITY OF BRANSON INSTRUCTION TO BIDDERS**

**01. Opening Location** Bids will be opened at the City of Branson, City Clerk's Office, 110 W. Maddux Suite 205, Branson, MO 65616 in the presence of purchasing officials at the due date and time indicated on the RFB. All bidders or their representatives are invited to attend the opening of the RFB.

**02. RFB Delivery Requirements** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the City Clerk's office for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's Office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids sent by email or fax will not be accepted.

**03. Sealed and Marked** If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Request for Bid number and addressed to: City of Branson, City Clerk's Office, 110 W. Maddux Ste. 205, Branson, MO 65616.

**04. Legal Name and Signature** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Pricing page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

**05. Corrections** No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

**06. RFB Expenses** All expenses for making Bids to the City are to be borne by the bidder.

**07. Irrevocable Offer** Any Bid may be withdrawn in writing up until the due date and time set for opening of the RFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the RFB, until one or more of the Bids have been duly accepted by the City.

**08. Applicable Law** All applicable laws and regulations of the State of Missouri and the City will apply to any resulting agreement, or contract.

**09. Contract Forms** Any agreement, or contract resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

**10. Bid Form** All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project.

**11. Modifications or Withdrawal of Bid** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

**12. Errors in Bids** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

**13. Awards**

*a. Awards will be made to the Bidder whose Bid is the highest and best Bid, considering price, responsibility of the bidder, and all other relevant factors.*

**14. Termination of Award** *Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.*

**15. Bid Tabulation** *Bidders may request a copy of the bid tabulation of the Request for Bid through the City's request for records process.*

**16. Order of Precedence** *Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

### **General Terms and Conditions**

Read this entire bid document carefully. There are specific payment and removal deadlines. You are also subject to other obligations which you must meet as specified within this bid document. Failure to meet these requirements will result in penalties. Do not bid on any item you have not inspected. Follow the instructions carefully.

### **AWARD NOTIFICATION**

We will attempt to fax or telephone award notification and payment information to the successful bidders. However, we assume no responsibility or liability for any failure in communication and it is the Bidder's responsibility to meet the payment and removal deadline requirements.

### **BIDS**

**Bid Amounts:** *Refer to the Bid Proposal and Certification Form.* Insert in the appropriate "Amount Bid" blank the dollar amount you agree to pay for the item. The *dollar amount entered must be in whole dollar increments* or it will be *rounded down* to the nearest whole dollar. Entries must be typed or clearly printed in ink. *No pencil.* Use of erasable ink is not permitted. *All strikeovers, changes and corrections must be initialed.* Questionable entries may be rejected. *Be sure to enter the bid amount in the correct blank.* Bidding is limited to the established bid document format.

**Bid Delivery:** The City will not be responsible for delivery delays or non-receipt of bids caused by the U.S. Postal Service, other delivery service carriers, or caused by any other occurrence. All bids must be in sealed envelopes or containers marked with the bidder's name and address, the sale number of this sale and the date of bid opening, all printed on the outside of the envelope or container. Bids/Proposals will be opened promptly at the submittal deadline. Bids/proposals received after the published deadline will not be opened or considered.

**Bid Deposit:** *Refer to the Bid Proposal and Certification Form.* A Bid Deposit, consisting of a Cashier's Check, in the amount of ten percent (10%) of the total bid amount must accompany your bid. Any *Cashier's Check* presented must be drawn upon a United States bank and made payable to "City of Branson." Deposits will be returned to unsuccessful bidders upon presentation of adequate identification. Deposits are not required from State, County, or Municipal governments. NO CASH, personal, certified, travelers, or company checks, money orders, or credit cards will be accepted. *Bids received without the required bid deposit will be rejected.*

**Bid Opening:** Bids will be opened at 3:00 P.M. at the City Clerk's Office, 110 W. Maddux, Branson, Missouri, on the specified date. Interested persons are invited to attend. Tie bids will be resolved in favor of the bid with the earliest receipt date/time stamp.

### **FORFEITURE**

FAILURE TO COMPLETE PAYMENT FOR, OR REMOVE AWARDED ITEMS WITHIN THE TIME SPECIFIED IN THE BID PROPOSAL AND CERTIFICATION FORM WILL RESULT IN LIQUIDATED DAMAGES IN THE FORM OF FORFEITURE OF THE BIDDER'S DEPOSIT.

Ownership rights to, and claims upon, subject items will also be forfeited and bidder will voluntarily relinquish all such rights without protest. Said rights will thereupon automatically revert to the City without further action of either party.

### GENERAL CONDITIONS

ALL BIDDERS AND THEIR BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED IN THE NOTICE OF SALE, BID DOCUMENT, BID PROPOSAL AND CERTIFICATION FORM, AND NOTICE OF AWARD. Bids not complying with these conditions are subject to rejection. Bids not submitted on the *Official Bid Proposal and Certification Form* will be rejected. Bidder must sign each page of the *Bid Proposal and Certification Form*, where indicated. Bids containing any alteration, addition, condition, limitation, unauthorized alternatives or showing irregularities of any kind may be rejected as non-responsive or irregular.

Each Bidder must complete all pages of the Bid Proposal and Certification Form and submit it in a sealed envelope with the name of the bidder, bidder's address, sale number and date of opening printed or written on the outside of the envelope, for the bid to be considered. Include only **one** *Bid Proposal and Certification Form* per envelope.

Bidders must thoroughly examine the terms, conditions and instructions contained in this Invitation to Bid. No plea of ignorance by the successful bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the successful bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Notice of Sale, the Invitation to Bid, the Bid Proposal and Certification Form, and the Notice of Award will be accepted as a basis for varying the requirements of the City.

#### Indemnification.

Successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Successful Bidder or its employees, agents, servants, partners, principals, or subcontractors. Successful Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue there-on. Successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### INSPECTION OF PROPERTY PRIOR TO BID

Property may be viewed **Monday thru Friday**, during the period from **March 10, 2014** to **April 30, 2014**. Inspections may be conducted during the hours of 8:00 a.m. to 4:00 p.m. excluding recognized City holidays, beginning Friday, **March 10, 2014**.

## **ORAL STATEMENTS AND MODIFICATIONS**

Any oral statement or representation by any representative of the City, changing or supplementing the Invitation to Bid (Bid Document) or contract or any condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

## **BID AWARDS**

If you are the awarded bidder for more the item, you are required to submit payment for the item. Failure to comply with this requirement will result in the disqualification of the bid-der.

## **PAYMENT**

COMPLETE PAYMENT IN FULL AT 110 West Maddux, Branson, Missouri, MONDAY THROUGH FRIDAY (EXCLUDING CITY HOLIDAYS) ONLY BETWEEN THE HOURS OF 8:00 A.M. AND 4:00 P.M. PRIOR TO THE REQUIRED PAYMENT DUE DATE SPECIFIED BELOW.

**METHOD OF PAYMENT:** Only Buyer's **Visa, MasterCard, Discover** or **Cashier's Check**, drawn upon a U.S. bank, and made payable to: "City of Branson." **NO CASH ACCEPTED.** See BID Deposit.

**MAKE FULL PAYMENT ON OR BEFORE:** *Thursday, May 9, 2014.*

## **REMOVAL OF AWARDED ITEMS**

No removal will be permitted until the property has been paid for in full. The City will not be responsible for damage or loss after acceptance, as evidenced by assignment of certificate of title. Loading and removal are not permitted on Saturdays, Sundays, legal holidays or periods other than normal business hours. The City will not act as liaison in any fashion between the Purchaser and any transportation contractor, subcontractor or carrier.

Loading, removal and transportation of awarded property is the purchaser's responsibility. Purchaser shall reimburse the City for any damage to City property caused during removal operations. Activities other than loading and removal are not permitted on City premises.

## **DEADLINE FOR REMOVAL**

**REMOVE AWARDED ITEMS ON OR BEFORE:**

*(Between 9:00am thru 4:00pm):*

*Friday, May 9, 2014.*

## **BID PROPOSAL AND CERTIFICATION FORM**

The Undersigned, as Bidder hereby declares that the only persons interested in this Bid Proposal are named herein and that no other person has any interest in this Bid. This Bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the

same property and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. I certify that I am not under eighteen (18) years of age and that I have not colluded, con-spired or agreed, directly or indirectly with any bidder or person to submit a sham bid, or to refrain from bidding, or to fix my bid price, or that of any other bidder.

It is hereby affirmed that this Bid is being made in full and complete accordance with, and subject to, all the terms and conditions set forth in, and covered by, the Bid Document (Invitation to Bid), a copy of which was received. I have read all the terms and conditions contained within the Bid Document and have satisfied myself fully relative to all matters including the condition of the property being sold and the work necessary to remove the property. I agree to all terms and conditions of sale and will accept any awards made to me as a result of this quotation with the understanding that I have physically inspected the property to my satisfaction.

I AM AGREEING TO PURCHASE ANY PROPERTY OFFERED AS A PART OF THIS SALE IN AN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS, WHETHER REVEALED OR NOT, WITH NO GUARANTEE OR WARRANTY EXPRESS, OR IMPLIED. FURTHER, THAT REFUNDS OR EXCHANGES ARE NOT ALLOWED AND THAT CITY OF BRANSON IS EXCLUDING ALL IMPLIED WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE, OR SIMILAR LAWS, INCLUDING WITHOUT LIMITATION, THE FACT THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE HEREBY EXCLUDED.

It is agreed that formal acceptance of this bid by the City shall constitute a valid and enforceable contract between the two parties. The Bidder agrees to be bound by all obligations, terms and conditions as set forth in the Bid Document and the Bid Proposal and Certification Form.

If I am a successful bidder, I shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by me or my employees, agents, servants, partners, principals or subcontractors. I agree that I shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

I expressly understand and agree that any insurance protection required by this Agreement or otherwise provided by me shall in no way limit my responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. I agree to save the City of Branson harmless from any and all claims, demands, debts, liabilities, costs, and attorney's fees arising out of, claimed on account of or in any manner predicated upon the use, loss of, or damage to the property of, and injuries to, or the death of any and all persons whatsoever, in any manner caused or contributed to by me as bidder or purchaser, my agents, servants or employees while in, upon, or about the sale or the property site on which the property sold or offered for sale is located, or while going to or departing from such areas. I also agree to meet the following deadlines:

**FULL PAYMENT FOR AWARDED ITEMS MUST BE MADE ON OR BEFORE: May 9, 2014**

**ITEMS AWARDED MUST BE COMPLETELY REMOVED TO THE SATISFACTION OF THE CITY ON OR BEFORE: May 9, 2014**

*(Between 9:00am thru 4:00pm):*

**I UNDERSTAND THAT FAILURE TO ADHERE TO THE PAYMENT AND REMOVAL DATES WILL RESULT IN THE FORFEITURE OF MY BID DEPOSIT, AND FULL PURCHASE PRICE WITH ALL OWNERSHIP RIGHTS REVERTING TO THE CITY.**

**I FURTHER UNDERSTAND THAT BIDS/PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER AND WILL BE OPENED PROMPTLY AT THE SUBMITTAL DEADLINE. BIDS/PROPOSALS RECEIVED AFTER THE FIRST BID/PROPOSAL ENVELOPE OR CONTAINER HAS BEEN OPENED WILL NOT BE OPENED OR CONSIDERED.**



**BID PROPOSAL AND CERTIFICATION FORM****SEALED BID NO. 2083-30****BID DATE: April 30, 2014**

**COMPLETE ALL BLANKS BELOW. SIGN EACH PAGE OF THIS BID PROPOSAL AND CERTIFICATION FORM WHERE INDICATED. SEPARATE AND KEEP THE "TERMS AND CONDITIONS" PAGES FOR YOUR REFERENCE AND SUBMIT THE "BID PROPOSAL AND CERTIFICATION FORM" PAGES WITH THE REQUIRED BID DEPOSIT.**

PRINT THE NAME OF THE PERSON BIDDING: \_\_\_\_\_

PRINT COMPANY NAME (if any): \_\_\_\_\_

NAME TO BE USED ON TITLE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

MAILING ADDRESS (if other than above): \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE #: ( ) \_\_\_\_\_ FAX #: ( ) \_\_\_\_\_

OTHER TELEPHONE #: ( ) \_\_\_\_\_

**BID PROPOSAL AND CERTIFICATION FORM****SEALED BID NO. 2083-30****BID DATE: April 30, 2014**

Insert in the "Amount Bid" blank the total amount you agree to pay for the property. Entries must be typed or clearly printed in ink. Use of erasable ink is not permitted. Strikeovers, changes, and corrections by the Bidder must be initialed. Questionable entries will be rejected.

<b>Item #</b>	<b>Item Description</b>	<b>Amount Bid</b>
<b>1</b>	<b>Andritz Barscreen and Compactor</b>	_____ <b>L/S</b>